

ADDENDUM No. 1

TO: ALL BIDDERS
FROM: CITY OF HIALEAH
ITB #: 2016/17-9500-00-003
RE: ITB – PUMP STATION IMPROVEMENT PROGRAM PHASE 1
DATE: March 21, 2017

The original contract documents for the entitled: **PUMP STATION IMPROVEMENT PROGRAM PHASE 1** needs to be amended as noted in this Addendum No. 1.

This Addendum No. 1 consists of 1 typed page, 3 attachments, and 1 addendum receipt form (ARF). All other items and conditions of the original Contract Documents shall remain unchanged. This Addendum shall become a part of the Contract Documents.

Approved for issue: _____ Date: March 21, 2017
Luis A. Suarez – Acting Purchasing Manager

ACKNOWLEDGMENT

Receipt of this Addendum No. 1 shall be acknowledged in the space provided on the ADDENDUM RECEIPT form – ARF (Copy attached) now a part of the Contract Documents to be faxed immediately to the City of Hialeah Purchasing Division (305) 883-5871 and submitted with sealed bids.

QUESTIONS AND ANSWERS:

R&G Engineering, Inc.

Q1. Cost estimate on the project involving the upgrade of six pump stations in Hialeah?

A1. The engineer's estimate for this project is \$2.5 million.

Metro Express, Inc..

Q1. Is there a bid bond for this project?

A1. Yes, we will require a bid bond. Please see attachments for revised ITB documents.

ATTACHEMENTS - REVISED ITB DOCUMENTS

1. Advertisement Page (Please see attachment 1)
2. Section 3 – Forms & Appendices (Please see attachment 2)
3. Contract Award

CITY OF HIALEAH

ITB – PUMP STATION IMPROVEMENT PROGRAM PHASE 1

ADDENDUM No. 1

CONTRACTOR'S NAME _____

ADDRESS _____

PHONE NO. _____

CONTACT NAME _____ SIGNATURE _____

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM BY SIGNING AND DATING BELOW:
(Copy of this form must be faxed immediately to the City of Hialeah at (305) 883-5871).

ADDENDUM

SIGNATURE

DATE

1

ARF

Attachment 1

Revised Advertisement Page



The City of Hialeah, Florida (hereinafter referred to as the "City"), is hereby soliciting Bids from all qualified companies to provide services associated with the Pump Station Improvement Program Phase 1. Any qualified company ("Person") wishing to submit a Bid shall comply with the requirements contained in this Invitation to Bid ("ITB" or "Solicitation") for Pump Station Improvement Program Phase 1 (ITB Number: 2016-17-9500-00-003).

The objective of this ITB is to secure the services of an experienced and reliable contractor that is capable upgrading the six (6) existing pump stations including, but not limited to, demolition of existing facilities, removal and replacement of existing top slabs, installation of a new valve box, refurbishment of the existing wet well, connection to existing sewer mains and/or force mains, installation of new pumping units and associated piping and appurtenances, installation of a new control panel and other electrical improvements, and site restoration as required for each site. The six (6) pump stations covered by this Contract are: Pump Station 4, Pump Station 5, Pump Station 56, Pump Station 100, Pump Station 101, and Pump Station 126.

Each Bid shall be submitted in two (2) separate sealed envelopes; one (1) envelope shall contain the "Qualifications Package" and the second envelope shall contain the "Cost Package". The outside of each sealed envelope must clearly indicate the name and number of this ITB (Pump Station Improvement Program Phase I; ITB Number: 2016-17-9500-00-003); the Bidder's name and address; and the name and telephone number of the Bidder's contact person. Each envelope shall be marked as either the "Qualifications Package" or the "Cost Package."

Each Bid must be delivered to the City Clerk no later than the date and time specified below as the "Deadline for Submittal of Bids." Bids received after said date and time will not be considered. No time extensions will be granted. Each Bid must be delivered to the City of Hialeah, Office of the City Clerk, Hialeah City Hall, 3rd floor, 501 Palm Avenue, Hialeah, FL 33010.

The City's schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Thursday March 2, 2017	
Last Date for Receipt of Written Questions:	Tuesday March 28, 2017	2:00 PM
Deadline for Submittal of Bids:	Tuesday April 4, 2017	11:00 AM
Evaluation of Responses:	TBD	
City Council Contract Approval Date:	Tuesday May 9, 2017	7:00 PM

(The City reserves the right to delay or modify scheduled dates and will notify Bidders of all changes in scheduled dates.)

Bid documents, including drawings, technical specifications and proposal forms may be obtained from the Purchasing Department, located at City Hall, 501 Palm Avenue, 4th Floor, Hialeah, Florida. A \$150.00, non-refundable fee is required per set, payable to the City of Hialeah, via a company check only.

Bid bond will be required. The bid bond will be in the amount of 5% of the bid price or you may submit a certified check or bank draft payable to the City of Hialeah. Should the contractor fail to submit the bid bond, the bid will automatically be forfeited.

Performance and Payment Bonds will be required if the contract amount exceeds \$ 200,000.00. This bond is only required if the contractor is awarded the bid. It does not need to be submitted with the bid proposal. It must be submitted within 10 days of bid awarded, for the full amount of the contract in strict accordance with § 255.05, Fla. Stat. Failing to do so, bidder will forfeit bidder's bid bond.

ACCEPTANCE AND REJECTION OF BIDS

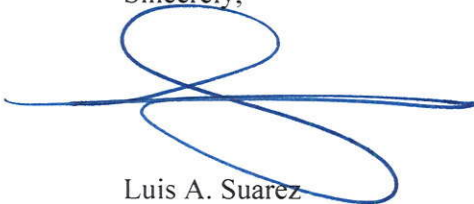
Each Bidder should carefully review the entire text of the City's Solicitation. The Solicitation describes the City's rights and the Bidder's obligations under this Solicitation. Among other things, the City reserves its right to: reject any or all Bids, with or without cause; waive minor irregularities with regard to the Bid requirements and the Bids received; and award the City's work to a Bidder that is responsive, responsible, and provides the best overall value to the City, as determined by the City in its discretion. By submitting a Bid in response to this Solicitation, a Bidder acknowledges that it accepts all of the terms, conditions, and limitations imposed on the Bidder by this Solicitation.

A Bid may be withdrawn prior to the deadline for submitting Bids to the City under this ITB. Any Bid that is not withdrawn in time shall constitute an irrevocable offer to provide the services requested herein. The offer shall remain in effect for the period of one hundred eighty (180) days after the deadline for submitting the Bid.

Please be advised that this Solicitation is issued subject to the City of Hialeah's Code of Ordinances. Communications with the Mayor, City Council, and City Staff are restricted.

We look forward to your active participation in this Solicitation.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by a horizontal line.

Luis A. Suarez
Acting Purchasing Manager

Attachment 2

Revised Section 3 – Forms & Appendices

1. Bid Bond
2. Performance & Payment
3. Performance & Payment Cash
4. Release of Lien

BID BOND

STATE OF FLORIDA }
COUNTY OF MIAMI DADE } SS.
CITY OF HIALEAH }

KNOWN ALL MEN BY THESE PRESENTS. That we _____
_____ as Principal,
and _____, as Surety, are
held and firmly bonded unto the City of Hialeah as Owner in the penal sum of _____
_____ Dollars (\$ _____). lawful money of
the United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted
to the City of Hialeah the accompanying Bid, signed

_____, and dated _____, 2017, for

ITB - Pump Station Improvement Program Phase 1

CITY OF HIALEAH, FLORIDA

in accordance with the Plans and Specifications therefore, the call for Bids, and the Instructions to Bidders, all of which are made a part hereof by reference as if fully set forth herein.

NOW, THEREFORE,

(a) if the Principal shall not withdraw said bid within one hundred eighty (180) days after date of submittal of the same, and shall within ten (10) days after written notice being given by the City Mayor or his designee, of the award of the contract, enter into a written contract with the City, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract.

(b) in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, A.D., 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS

(If Sole Ownership or Partnership,
Two (2) Witnesses Required.
If Corporation, Secretary Only
will Attest and affix seal).

(1) _____

(2) _____

PRINCIPAL

_____ (SEAL)

Name of Firm

Signature of Authorized Officer

Title

Business Address

City, State

WITNESS

(1) _____

(2) _____

SUREITY

Attorney-In-Fact

Business Address

City, State

Name of Local Agency

**CONTRACTOR'S PERFORMANCE AND PAYMENT BOND
(SURETY)**

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS
CITY OF HIALEAH }

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal, and

_____ a corporation organized under the Laws of the
State of _____ with its home office in the City of _____ as Surety,
(said Principal and said Surety hereinafter collectively being referred to as Obligor), are held and
firmly bound unto the City of Hialeah, a municipal corporation of Florida, acting by and through the
HIALEAH CITY COUNCIL, and their successors, in office, hereinafter called the Oblige, in the
sum of \$_____ lawful money of the United States of America, for the payment
whereof to the Oblige, the Principal and Surety respectively bind themselves, their successors,
heirs, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 2017.

WHEREAS the Principal and Oblige are entering into a written contract, hereinafter called
the Contract for

_____ as evidenced by
Contract Plans and Specifications made a part thereof and entered into between the Principal and the
Oblige on the * _____ day of _____, 2017, a copy of which Contract
may be attached and is hereby referred to and made a part thereof.

- To be dated by the City of Hialeah, Oblige.

Contractor's Performance and Payment Bond (Surety)

NOW THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Obligees for all loss that the Obligees may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform, carry out, and abide by all the terms, conditions and provisions of said contract and building complete the structures therein specified in accordance with the terms thereof, and the Obligor herein shall and does hereby agree to indemnify the Obligees and hold it harmless or, from and against any and all liability, loss, cost, damage or expense thereof by reason of any negligence, default, and/or misconduct on the part of the said Contractor and _____ agents, servants, and/or employees, in, about, or on account of the construction of said Contract by the said Contractor, and shall repay to and reimburse to the Obligees promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligees on account of the failure and/or refusal of said Contractor to carry out, do, perform, and /or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying the Principal, labor, materials, and supplies used directly or indirectly by the Principal or any subcontractors) of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this Bond has been executed as disclosed by the test of this Bond, and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural or artificial, supplying labor, materials, or supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this Bond as if he or they were the Obligees(s) herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. In each and every suit brought against the Obligor upon this Bond in which the plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF the said Principal and said Surety hereto have caused these presents to be executed this _____ day of _____, 2017

APPROVED AS TO FORM:

City Attorney

Contractors Performance and Payment Bond (Surety)

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____	_____ (SEAL)
(Witness)	(Signature of Individual)
_____	_____
(Witness)	(Printed Name of Individual)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____	_____
(Witness)	(Name of Firm)
_____	_____
(Witness)	(Signature of Individual)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

_____	_____
_____	(Name of Firm) A Partnership
_____	BY _____
	Partner

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

_____	_____
	Correct Name of Corporation

Contractor's Performance and Payment Bond (Surety)

By _____

President

(Corporate Seal)

(Name of Surety)

(Address of Surety)

By _____

NOTE: If both Principal and Surety are Corporations, the respective corporate seals should be affixed and attached.

Contractor's Performance and Payment Bond (Surety)

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS
CITY OF HIALEAH }

Before me, a Notary Public duly commissioned, qualified and acting, personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is the attorney-in- fact for the _____ and that he has been authorized by _____ to execute the foregoing Bond on behalf of the Contractor named therein in favor of the City of Hialeah, a municipal Corporation of Florida.

Subscribed and sworn to before me this _____ day of _____, A.D., 20____

Notary Public State of Florida at Large My

Commission Expires

**CONTRACTOR'S PERFORMANCE AND PAYMENT BOND
(CASH)**

KNOW ALL MEN BY THESE PRESENTS THAT _____

hereinafter, called the contractor, is held and firmly bound unto CITY OF HIALEAH, a municipal corporation of Florida, hereinafter called the City, in the penal sum of \$ _____ which sum is deposited by the contractor in cash with the Finance Director of the City, for (1) the faithful performance of a certain written agreement dated _____,

2017, given by the contractor to the City, for the construction of _____

copy of which agreement is attached and by this reference made a part hereof, and (2) to pay promptly all persons supplying the contractor labor, material and supplies used directly or indirectly by the contractor or subcontractors, in the prosecution of the work provided for in said agreement.

NOW, THEREFORE, the conditions of the obligation are such that if the contractor shall comply in all respects with the terms and conditions of said agreement within the times therein specified, and shall pay promptly all persons as herein above stipulated, this obligation shall be void and the sum deposited shall be returned without interest to the contractor by the Finance Director; otherwise this obligation shall remain in full force, and the contractor, its heirs, executors, administrators, successors and assigns do hereby irrevocably authorize the Finance Director, without prior notice or demand to:

1. Transfer a sum equal to any amounts stipulated as liquidated damages for delay from the said deposit to the general fund of the City;
2. Pursuant to public advertisement and receipt and acceptance of bids, cause to be completed or reconstructed all or any part of the said construction or improvement, in case the Contractor should fail or refuse so to do in accordance with terms of said agreement and to pay for such construction or reconstruction from the said deposit;
3. Pay from said deposit, all just claims for labor and material incurred by the Contractor or any subcontractor for labor, materials or supplies used in prosecution of the work provided for in said Contract, and any judgments together with interest, costs and attorneys' fees entered under the provisions of Section 255.05 F.S., and

4. Pay from said deposit to the general fund of the City any and all other costs to the City, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential which the City may sustain on account of the failure of the Contractor to carry out and execute all the provisions of said agreement.

The penal sum herein above stipulated and deposited is not a limitation upon the liability of the Contractor to the City. In the event the City prosecutes to judgment against the Contractor any action brought against it by the Contractor, the Contractor agrees to pay to City the reasonable value of legal services there rendered by counsel for the City.

IN WITNESS WHEREOF the Contractor has executed under seal and delivered to City
these presents this _____ day of _____, 20____

Approved as to form:

City Attorney

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Signature of Individual) (SEAL)

(Witness)

(Printed Name of Individual)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm)

(Witness)

(Signature of Individual)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Name of Firm) A Partnership

BY _____
Partner

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

Correct Name of Corporation

BY _____

(Secretary)

President

(Corporate Seal)

CORPORATE CERTIFICATE

I, _____
certify that I am the _____ Secretary _____ of
the corporation named in the within bond; that _____

who signed the said bond on behalf of the contractor, was then _____ of
said corporation; that I know his signature, and his signature thereto is genuine; and that said bond
was duly signed, sealed and attested for and in behalf of said corporation by its governing body.

President
(Corporate Seal)

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of.....and
...../100 Dollars (\$.....) paid by
the receipt of which is
hereby acknowledged, hereby releases and quit claims to the said
.....its successors and assigns, and
.....the Owner, all liens, lien rights,
claims or demands of any kind whatsoever, which the undersigned now has or might have against
the building on premises legally described as
.....
.....on account of labor performed and/ or
Material furnished for the construction of any improvements thereon. That all labor and materials
used by the undersigned in the erection of said improvements have been fully paid for.

IN WITNESS WHEREOF, have hereunto set my hand seal this
.....day of.....20.....

WITNESSES:

..... (SEAL)

By

STATE OF FLORIDA }
COUNTY OF MIAMI DADE} SS CITY
OF HIALEAH }

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

Sworn to and subscribed before me thisday of 20.....

My Commission Expires:

Notary Public State of Florida at Large

Attachment 3

Contract Award

Contract Award

Shall be within ten (ten) days after written notice given by the City Mayor or his designee, of the award of the contract; enter into a written contract with the City.